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AGREEMENT

by and between the
**COUNTY OF
LIVINGSTON**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



**County of Livingston Full-Time Unit
Livingston County Local 826**

January 1, 2002 — December 31, 2002

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COUNTY OF LIVINGSTON

This Agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of December 20, 2001, between the County of Livingston, hereinafter referred to as the "Employer" and the Civil Service Employee's Association, Inc., Local 1000, AFSCME, AFL-CIO, Livingston County Employees Local 826, Livingston County Employees Unit, hereinafter referred to as the "CSEA".

ARTICLE 1 RECOGNITION

Section 1 - Bargaining Unit

The Employer hereby recognizes the CSEA as the sole and exclusive negotiating agent for all of the employees of the Employer excluding employees of the Sheriff's Department, Public Health Nursing Service, Department heads and other salaried employees, Secretary to the Commissioner of Social Services, Deputy Clerk to the Board of Supervisors, Secretary to the District Attorney, all employees of the Personnel Department, Directors of Nursing Services in the Health Care Facilities, Building Maintenance Supervisor, Head Social Welfare Examiner, elected officials, appointed officials, part time employees, seasonal employees for the maximum period permitted by law, and all other employees agreed to in an Amendment dated December 10, 1986.

In addition to the above exclusions, each new position or job title created by the Employer during the term of this Agreement which by the job description reports to the Board of Supervisors shall be excluded from the unit, and all other new positions shall be included in the unit.

Section 2 - Seasonal Employees Defined

For purposes of this Agreement seasonal employees shall be defined as employees hired for any number of hours of work per week, but whose total employment period will not exceed six (6) calendar months in any calendar year nor six (6) consecutive calendar months.

Section 3 - Part time Employees Defined

Part time employees shall be defined as employees who are regularly scheduled to work fifty percent or less of the time prescribed as a normal work week of the appropriate work location, and Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants who are regularly scheduled to work 30 hours per week or less.

Section 4 - Obligations of CSEA

The CSEA expressly agrees, as a condition of recognition contained in this Article, not to discriminate with respect to representation among or between the unit employees whether members of CSEA or not, or to engage in a strike or slowdown or other work stoppage, not to instigate, encourage or condone the same.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1 - Specific Rights

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services; and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations.

Section 2 - Generally

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 3 RIGHTS OF CSEA

The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the bargaining unit under the Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate. This Article shall apply during the period of unchallenged representation status of the CSEA.

ARTICLE 4 RIGHTS OF EMPLOYEES

Section 1 - Freedom to Join or Refrain from Joining

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

Section 2 - Freedom to Participate in Union

Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the Employer or its agents.

Section 3 - Freedom to Express Concerns

An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA must be permitted entrance to all such proceedings if and when requested by the employee and must be informed immediately of any decisions surrounding the case.

**ARTICLE 5
DURATION**

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2002. Written notice shall be given at least one hundred sixty (160) days but no more than one hundred ninety (190) days prior to December 31, 2002, by either party requesting a change or termination of this Agreement. If such notice is given, negotiations for a new collective bargaining agreement will begin no later than the week of August 20, 2002. If written notice is not given, this Agreement shall continue in effect from year to year until such notice is given at least one hundred twenty (120) days but not more than one hundred sixty (160) days prior to December 31st of any subsequent year.

No provisions of this Agreement may be deleted or changed and no provision may be added to this Agreement except by a written amendment signed by each party.

**ARTICLE 6
AGREEMENT****Section 1 - Good Faith Negotiations**

The Employer and CSEA acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2 - Entire Agreement

This Agreement constitutes the entire agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement shall supersede or vary any of the provisions herein contained.

ARTICLE 7

DUES CHECK OFF AND UNION SECURITY

Section 1 - Deductions from Wages

CSEA, having been recognized as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amounts to be equivalent of the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit such sums so deducted to CSEA as provided in Section 2 below.

Section 2 - Remittance to CSEA

The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224, regular membership dues and other authorized deductions, group life insurance, sickness and accident and health insurance, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for the employees on a payroll period basis.

Section 3 - PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and CSEA hereby agrees that it will hold harmless the Employer for any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder.

Section 4 - Information Regarding Unit

The Employer will furnish the CSEA a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by this Agreement, and will within thirty (30) days after the end of each pay period furnish the CSEA Local a listing of the names, home addresses, work locations and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit.

ARTICLE 8 PROBATIONARY PERIOD

Section 1 - Competitive Class Employees

The Probationary period shall be the same as defined in the Livingston County Civil Service Rules for all competitive class employees.

Section 2 - Non-competitive and Labor Class Employees

Non-competitive and laboring class employees shall be regarded as probationary employees until they have been employed, within the negotiating unit for a period of six (6) consecutive calendar months, absence from work for any reasons shall not be included in calculating an employee's six (6) months probationary period.

Section 3 - Discharges During Probationary Period

Any Employee discharged during the probationary period shall be notified in writing of the discharge. Probationary employees may be discharged at the sole discretion of the Employer and without recourse to this Agreement.

Section 4 - Representation of Probationary Employees

CSEA shall represent all probationary employees within the negotiating unit.

ARTICLE 9 RETIREMENT

Section 1 - Retirement Plans

The Employer shall provide the following retirement plans in accordance with New York Law:

For those employed and who applied prior to June 30, 1973 (Tier 1 employees): New York State Retirement Plan 75i, with death benefits, World War II Service, and unused sick leave riders;

For those employed and who applied between July 1, 1973 and July 26, 1976 (Tier 2 employees): New York State Retirement Plan 75g, and death benefit Plan 1 and 2, and unused sick leave benefits;

For those employed and who applied between July 27, 1976 and August 31, 1983 (Tier 3 employees): New York State Retirement Plan 75h (Article 14), with death benefits, and unused sick leave benefits;

For those employed and who applied on or after September 1, 1983 (Tier 4 employees): New York State Employees Retirement Plan 75h (Article 15), with death benefits, and unused sick leave benefits.

Tier 1 and 2 employees shall make no retirement contributions; Tier 3 and 4 employees shall be required to contribute to the Retirement Plan for which they qualify. It is understood that the various death and sick leave benefits riders are those provided in conjunction with the various Tier plans and will not exceed those in effect in the County on December 31, 1983.

ARTICLE 10 BULLETIN BOARDS

The Employer shall make bulletin boards available at all appropriate work locations and/or places of assembly; the number, size and location to be decided jointly by the appropriate Employer representative and the CSEA. Such bulletin boards shall be for the exclusive use of CSEA for announcements of meetings, posting of CSEA bulletins, election notices, and for any and all matters relative to CSEA business and shall be of noncontroversial nature.

ARTICLE 11 COPIES OF THE CONTRACT

The CSEA shall reproduce and make available copies of the contractual Agreement to all employees.

ARTICLE 12 SAVING CLAUSE

Section 1 - Severability

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any additions thereto shall be not affected.

Section 2 - Reopening Negotiations

If a determination or decision is made as per Section 1 of this article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

Section 3 - Legislative Action

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds shall not become effective until the appropriate legislative body has given approval.

ARTICLE 13 SICK LEAVE

Section 1 - Maximum Accruals

Each employee shall be permitted to accumulate up to one hundred sixty-five (165) days of paid sick leave to be applied toward time off due to that employee's illness or injury. In no event may an employee accrue more than one hundred sixty-five (165) days of sick leave. Such leave shall be reduced by one day for each day of such paid leave.

Section 2 - Accumulation of Sick Leave

Sick leave shall be accumulated at the rate of one half (1/2) work day per pay period and may be accumulated to a maximum of 165 work days. Employees must be on the Payroll six (6) out of ten (10) days of the pay period to be eligible to accumulate sick leave credits.

Section 3 - Physician's Statement

When continuous sick leave exceeds two (2) working days the Employer may require as a condition of payment a statement from the employee's physician certifying the nature of the illness or injury and the probable period of disability.

Section 4 - Physical Examination

When continuous sick leave exceeds thirty (30) calendar days the Employer may require the employee to undergo a physical examination by a physician selected by the Employer.

Section 5 - False Representations

Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Section 6 - Payment upon Termination

Accumulated sick leave shall not be payable at the time of termination of employment, whatever the reason for such termination.

Section 7 - Use of Accruals

Each employee shall be allowed to take sick leave days in half hour segments.

Section 8 - Accumulation During Leave

Sick leave shall continue to accumulate in accordance with Section 2 of this Article only while an employee is on a paid sick leave, maternity leave, vacation or other paid leave of absence, and then only during the first six (6) months of such a leave.

Section 9 - Sick Leave Bank

When an employee reaches his/her maximum sick leave credits (165 days at his/her hourly rate) the sick leave hours they would have accrued will be put in a sick leave bank.

The County Administrator and the President of CSEA shall consider approval of all applications to draw from the sick leave bank. Periodic reports covering its functions shall be issued to each party.

The following terms shall be considered for approval of all applications:

- a) Any full time employee covered by this agreement may borrow from the sick leave bank after exhausting all accruals (personal, vacation, sick, compensatory time). No employee will be allowed to borrow more than twice the amount of the sick leave that he or she possessed prior to the illness.
- b) No employee may borrow from the bank more than one time in any calendar year.
- c) No sick leave which has been contributed to the sick leave bank shall be considered unused sick leave for the purpose of computing service credit upon retirement.
- d) No employee can borrow sick leave for absence due to an illness or injury arising out of and in the course of employment.
- e) Satisfactory medical documentation shall be provided to the administrators of the sick leave bank, to include a brief diagnosis, start date of illness and expected date of return to work.
- f) There has been no disciplinary action relating to abuse of sick leave for the previous year.

When an employee who borrowed from the sick leave bank returns to work any remaining sick bank hours will be returned and they shall begin repaying the bank at a rate of one-half (1/2) of the amount of sick leave they earn each pay period until the total amount is repaid.

Application for sick leave bank usage shall be made to the President of the CSEA.

ARTICLE 14 BEREAVEMENT LEAVE

In the event of death in the immediate family, each employee shall be granted time off with pay for time lost during the regular scheduled work week. Employees may use a maximum of six days per year and may not use more than three days per death. However, in the event of additional deaths, employees may use accrued leave time, except sick leave. Employees must notify the employer prior to missing scheduled work of the death and of the employee's anticipated absence, and the employer may require proof of death as a condition of approval of the absence and payment during the absence.

The immediate family referred to herein shall consist of mother, father, mother-in-law, father-in-law, husband, wife, children, sister, brother, grandparents, grandchildren, step-parents and foster parents of the employee, brother-in-law, sister-in-law, great grandparents, nieces, nephews, or any other relative who is a member of the employee's household.

ARTICLE 15 HOLIDAYS

Section 1 - Designation of Holidays

A regular employee who is on the active payroll during the week in which the holiday is celebrated will be entitled to the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Two (2) Floating Holidays
Labor Day	

Employees returning from an unpaid leave of absence of two (2) weeks in duration or longer will not receive holiday pay during the week in which they return unless scheduled to work or be on-call on the designated holiday.

The Employer will issue a notice to all employees stating the days on which the designated holidays will be celebrated each year, not later than January 25 of that year. A holiday shall be the twenty-four hours beginning at midnight of the day designated for its celebration, or in case of a floating holiday, the day chosen and agree to. Where under Section 3 half of the employees take Friday and the other half Monday, the holiday shall be the twenty-four hours of the day the employee is designated to take.

Section 2 - Eligibility: Floating Holiday

Employees shall not be eligible for the floating holidays until they have been on the payroll for six (6) months. Unpaid absences from work for any reason shall be included in calculating an employee's six months of service. Employees will notify their supervisor at least one (1) calendar week in advance of their desire to use their floating holiday. Such date must be agreed to by the employee's supervisor.

Section 3 - Celebration of Weekend Holiday

When one of the designated holidays falls on a Sunday, it shall be celebrated on the following Monday. If a Holiday falls on Saturday, it shall be celebrated on the preceding Friday. For those employees working in job titles in which employees as a group are scheduled to work seven days a week, twenty four hours a day, holidays shall be celebrated on the legally designated date of the holiday if the holiday falls on a Saturday or a Sunday rather than on the preceding Friday or the succeeding Monday. When due to limitations of law the Employer must operate its services, the Employer shall determine whether the employees shall be paid an extra day's pay or a portion of the employees shall be scheduled off on a Monday and the remainder on a Friday. Whenever a portion of the employees are to be scheduled off the present practice of Department Heads working out who is to be off on a given day with the employees shall continue.

Section 4 - Payment if Employee is Absent

If a holiday should fall on the employee's scheduled day off the employee will receive pay for that holiday. If a holiday falls within a vacation period the employee may choose to add one day to the vacation or take an extra day's pay.

Section 5 - Work on a Holiday

In the event any employee works on any of the above mentioned holidays (during the twenty-four hours it's celebrated), the employee shall receive 1 1/2 times his regular hourly rate for the number of hours worked.

**ARTICLE 16
PERSONAL LEAVE****Section 1 - Accrual of Personal Leave**

Each full time employee covered by this Agreement shall become eligible for five (5) personal days on January 1 of each year. New employees shall become eligible for personal leave after three months of employment, and will receive one personal leave day, on the first day of the next quarter, for each full quarter worked during their first year of employment. On January 1 following the employee's 1st anniversary they shall qualify for a maximum of five (5) days.

Section 2 - Scheduling of Leave

Such personal leave may be taken at the employee's convenience with the approval of the Department Head.

Section 3 - Payment on Termination

Accumulated personal leave shall not be payable at the time of termination of employment, whatsoever, the reason for such termination. However, if an employee resigns and provides no less than fourteen calendar days notice of his intent to resign, the employee shall be paid for up to two days of accrued personal leave time.

Section 4 - Use of Leave Time

Personal leave may be taken in one-half (1/2) hour segments following the use of one (1) hour of personal leave. The minimum that can be taken is a one (1) hour segment.

Section 5 - Conversion to Sick Time

On January 1st of each year any unused personal leave from the previous year shall be converted to and credited to the employee's accumulated sick leave.

Section 6 - Proration due to Leave of Absence

Personal leave shall be prorated when an employee is off with or without pay for any reason, paid or unpaid, in excess of six (6) consecutive months. Such proration shall be a reduction of hours of personal leave eligibility in direct proportion to the number of days off beginning with the first such day off. The prorated amount will be taken from the employee's eligibility in the following year.

ARTICLE 17 MILEAGE PAYMENTS

Pursuant to Section 203(3) of the County Law, mileage shall be reimbursed at the rate in cents per mile which is permitted by the IRS as a tax deduction. The current rate is thirty two and one-half (32.5) cents per mile. If during the term of this Agreement said rate increases or decreases, the rate paid by the County will increase or decrease as soon thereafter as the County is satisfied that it has the latest position of the IRS. The Union will notify the County in writing of such a change, and as soon as such claimed change is confirmed by the IRS the rate hereunder will be adjusted effective as of the date of such confirmation.

ARTICLE 18 VACATION

Section 1 - Vacation Entitlement

All employees covered by this Agreement shall be granted a paid vacation according to the following schedule on each employee's respective anniversary date of hire:

<u>Required Time of Service</u>	<u>Time Off</u>
Date of hire to 5th anniversary date	10 working days
5th to 10th anniversary date	15 working days
10th to 15th anniversary date, plus one additional day for each year of service past the 10th anniversary date up to a total of 20 working days	15 working days
15th anniversary date to 25 years	20 working days
25 years and over	25 working days

Section 2 - Scheduling Vacation

Each department will post a vacation schedule from October 1 to December 1 of the preceding year. It is intended that employees will select their vacations on this schedule during this time frame. When this process is completed, vacation request conflicts will be resolved by giving available vacation time to the most senior employee. After December 1, vacations will be granted with the mutual agreement of the employee and the Department Head on a first come, first served basis.

Even though an employee becomes eligible for vacation on his/her anniversary date, the time when an already earned vacation can be taken will be scheduled on the posted schedule. Some departments due to seasonal load may limit the amount of vacation to be taken by employees during certain months, or the numbers of employees who may be off at one time. The Highway Department will permit employees to take up to two (2) full weeks of vacation in the

summer months, but may continue to limit the number of employees who may be off at any one time.

Section 3 - Period in which Vacation is Used

Vacation time shall be taken in the year following the anniversary date of the employee and shall not be accrued past the next succeeding anniversary date.

Section 4 - Payment upon Termination

Accumulated unused vacation shall be payable at the time of termination of employment, whatsoever the reason for such termination, provided the employee gives a fourteen (14) calendar day notice of termination.

Section 5 - Proration due to Leave of Absence

Vacation time shall continue to accumulate in accordance with Section 1 of this Article only while an employee is on paid sick leave, maternity leave, vacation or other paid leave of absence, and then only for a maximum period of six (6) months of such leave.

An employee's vacation accumulation shall be prorated when he or she has been on an unpaid leave for any reason in excess of twenty (20) working days. Such proration to be by the hour of vacation in direct proration to the number of days off beginning with the first such day off.

Section 6 - Use of Vacation

Vacation time may be taken in one hour segments.

Section 7 - Payment in Lieu of Vacation

Employees who qualify for more than three (3) weeks vacation may elect to be paid for a maximum of one week of such vacation in lieu of such time off. Employees wishing to make this election must inform their Department Head of their election at least two weeks prior to the date on which payment is desired. All such vacations must, of course, have already been earned before payment is made.

ARTICLE 19 HOSPITALIZATION

Section 1 - Coverage

The Employer will provide the following benefits: or substantially equivalent benefits: Blue Choice or Blue Choice Select, or an HMO option, to all full time employees who have completed their probationary period or six (6) months service whichever occurs first, and retired personnel with at least twenty-five (25) years of service who retire during the life of this Agreement.

The Employer shall provide for retirees who move out of the HMO service area, reimbursement for an HMO in their new service area at a dollar amount not to exceed the current cost of the same plan they had upon retirement. Health Insurance coverage purchased outside the

service area, at a cost lower than the same plan they had upon retirement, shall be reimbursed at actual cost.

Employees hired on or prior to February 16, 1994 shall contribute \$15.00 per payroll for family coverage and \$7.50 per payroll period for individual coverage.

All new employees hired by the County after ratification of this contract will contribute to the payment of their health insurance premiums in any health insurance plan or HMO offered by the Employer as follows:

1. During the first three years of employment, twenty five percent (25%) of the total cost of their health insurance premium with the Employer paying the remaining seventy five percent (75%);
2. Thereafter, twenty percent (20%) of the total cost of their health insurance premiums with the Employer paying the remaining eighty percent (80%).

All employees hired by the County on or after February 17, 1994, but before ratification of this contract shall contribute twenty percent (20%) of the total cost of their health insurance premium in any Health Insurance Plan or HMO offered by the County and the Employer will pay the remaining eighty percent (80%). If during the term of this agreement, the premiums for such health insurance are increased, the County and such participating employees shall contribute eighty percent (80%) and twenty percent (20%) respectively of the increased premium cost.

An employee or their spouse shall not be eligible for double health insurance coverage under the County's plan. If both husband and wife are employed by the County, then they shall be eligible for only one (1) coverage policy.

Section 2 - Workers' Compensation

The Employer will provide, to all employees, Workers' Compensation. Such costs of compensation shall be paid in full by the Employer

Section 3 - Alternative Health Care Plan

The County will offer payroll deductions to any employee who wishes to join an alternative health care plan (HMO) for any such plan that is certified to do business in the County. The County will pay and its costs will be limited to the amount it pays towards Blue Choice under Section 1 of this Article.

Section 4 - Flexible Spending Account

During the term of this Agreement, the County will maintain a Flexible Spending Account for unit members.

Section 5 - Drop Payment

Existing Employees. Employees who receive hospitalization pursuant to this contract, and drop such coverage on or after June 1, 1994, shall be entitled to an annual drop payment for

each full year (June 1 through May 31) without such coverage. If the employee drops individual coverage, the drop payment will be \$300.00. If the employee drops dependent or family coverage, the drop payment will be \$550.00. Drop payments will be made to eligible employees on the first of June following one full year without coverage.

New Employees. New employees who choose not to participate in a County hospitalization plan are eligible for the hospitalization drop payment in their second calendar year of employment if they are hired prior to or on June 1st of the first calendar year of employment. Any employees hired after June 1st in the first calendar year of employment will not be eligible for a health insurance drop payment until the third calendar year of employment.

Procedure to Receive Benefit. Any employee who meets the eligibility criteria set forth above and who wishes to receive the drop payment, must sign and submit to the Livingston County Personnel Office an affidavit indicating that he/she has health insurance coverage through a spouse's employment, other employment of the employee, or a private plan. This affidavit must be submitted no later than April 15th of the year in which the employee is eligible for payment.

Both Spouses are County Employees. If spouses who are both employed by the County and both receive individual hospitalization coverage through the County elect to move to a family coverage plan, they will not be eligible for a drop payment for dropping the individual coverage. However, if both employees drop their individual health insurance, they may receive a single \$550.00 annual drop payment. In this event, they must designate which of the two will receive the drop payment or instruct the County to provide each with one half of the drop payment.

ARTICLE 20 UNIFORMS

After six (6) months of service, the Employer will provide an allowance of \$62.50 payable in a separate check to employees who are on the payroll on February 1 and August 1 of each year and who are required to wear a uniform.

When hired, Security Guards shall be provided two (2) uniforms selected and purchased by the Employer. Replacements for Guard uniforms will be supplied as needed, provided the used uniform is turned in at the time of replacement. Uniforms for Guards shall mean shirts, pants, badge, hat and seasonal jacket.

Those employees who are in the following job categories shall receive an annual \$75.00 clothing allowance payable in a separate check: Home Health Aides in the Public Health Department; Building Maintenance Person, Building Maintenance Mechanic, Skilled Trade Building Maintenance Persons. Employees of the Highway Department (except clerical employees) shall receive an annual \$100.00 clothing allowance payable in a separate check.

One-half (1/2) of the allowance will be paid on February 1st and one-half (1/2) of the allowance will be paid on August 1st of each year.

ARTICLE 21 CSEA REPRESENTATIVE

Section 1 - CSEA Delegates

CSEA may designate unit employees as CSEA's delegates. The Employer shall be notified of the names of the delegates thus designated. The Employer shall be notified at least two weeks in advance of the meeting that the delegates will be attending. CSEA delegates shall be allowed thirteen (13) days per year, with no loss of pay, to attend such delegate meetings. The granting of such leave shall be subject to the reasonable operating needs of the Employer.

Section 2 - Board of Director's Representative

CSEA's Board of Director's representative shall be permitted to attend, at no loss of pay, all Board meetings of CSEA, provided reimbursement for such Board of Directors meetings is made upon request of the employer from CSEA, Inc. CSEA will inform the Employer of the identity of its Board of Director's representative.

Section 3 - Grievance Representatives

Employees designated as the grievance representatives within each department shall be allowed to handle grievances of employees and to represent employees at all stages of grievance procedures with no loss in pay. Such representation shall not unduly interfere with any employee's performance of duties and should that occur, grievance handling may be scheduled during employee's free time, or after working hours.

Section 4 - Rules for Grievance Representatives

Functions and responsibilities of CSEA grievance representatives:

1. They shall be employees of the County.
2. Only those representatives certified to the Employer in writing will be recognized by the Employer as official representatives.
3. They shall be subject to the same rules and regulations as other employees except as otherwise provided herein.
4. They shall confine their activities to the department in which employed.
5. The number of representatives shall not exceed one (1) per department, per shift.

Section 5 - Officers and Representatives

Officers and representatives shall be afforded such time off without loss of pay as may be required for the performance of their duties in regards to the interpretation, application and enforcement of this contract.

Section 6 - Access to Employees

CSEA's Staff Representative and CSEA's Insurance Representative shall be allowed access to the membership during working hours provided no inordinate work interruption occurs.

ARTICLE 22 POSTING JOB VACANCIES

Section 1 - Posting Requirements

When a job vacancy (except in a Competitive Class Civil Service job) occurs in any job title listed in Article 30, Section 14 of this Agreement, notice of the vacancy shall be posted by the Employer at least ten (10) calendar days prior to the date on which said vacancy is to be filled. Said notice shall contain the job title of the vacant position, the department in which the position is located, the minimum qualifications required for the position and the appointing authority. The notice shall be posted in all County departments.

Section 2 - Statement of Interest

Employees who wish to be considered for appointment to a vacant position shall submit a completed employment application for the position to the County Personnel Department not later than seven (7) calendar days after the date on which notice of said vacancy was posted.

Section 3 - Filling Vacancies

Vacant positions shall be filled by the Employer no sooner than ten calendar days after the date of the notice of the vacancy was posted. Posted jobs will be filled no later than thirty (30) calendar days after posting; or, if the job is not filled, a notice will be posted and sent to all bidders withdrawing the posting. The Employer shall select the most qualified applicant to fill the vacant position and shall be the sole judge of the qualifications of the employees who bid for the vacant position. All employees who applied for a vacant position will be notified in writing when the position has been filled.

The New York State Civil Service Law and Rules provisions will control the selection of an applicant to fill a vacant Competitive Class Civil Service position.

Section 4 - Preferences in Filling Job Vacancies

Preference in the filling of job vacancies among qualified employees (except those in the competitive class) will be awarded in the following manner:

1. First preference shall be given to the most senior of the qualified bidders presently working within the department to whom the vacancy will result in a promotion.
2. Second preference shall be given to the most senior qualified bidder whose transfer would result in a lateral transfer of the job title and pay grade.
3. Third preference shall be given to the most senior qualified bidder whose transfer would result in a new job title but remain in the same pay grade.
4. Fourth preference shall be given to the most senior qualified bidder.

Section 5 - Filling if no Bidders

If no employee applies for a posted vacant position or no bidder is considered qualified, the vacancy will be filled in any manner the Employer deems appropriate.

Section 6 - Temporary Appointments

Nothing in this Article shall prevent the Employer from filling a posted job on a temporary basis until the posting procedure is completed, and the selected employee can enter the posted job.

Section 7 - Civil Service Examinations

When a Civil Service Examination for Livingston County positions is held on employee's normal and regularly scheduled work day, such employee will be permitted time off with pay to attend and take such tests, provided the employee has at least six months of service at the time. Employees will be expected to be at work for all hours on such days except for the time necessary to attend and take such tests. The Employer will pay for up to two such tests per calendar year, however an employee may take additional tests on his/her own time.

Section 8 - Informational Postings of Competitive Positions

The County Personnel Department will cause to be posted for information purposes only with no right to bid all competitive class job vacancies in County positions, so that interested employees may indicate their interest to the Department Head in the area where the vacancy exists.

**ARTICLE 23
GRIEVANCE PROCEDURES****Section 1 - Definition of Grievance**

For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the application or interpretation of this Agreement, shall include all discipline or discharges by the Employer during its terms, and any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of a government or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law. Probationary employees as defined in Article 8 shall have no recourse to the grievance procedure when discharged or disciplined within their probationary period.

Section 2 - Substitution of Grievance Procedure: General Municipal Law

The inclusion in this article of grievance as defined by Article 16, Section 682, Subdivision 4 of the General Municipal Law and all discipline and discharges intended to substitute the grievance procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said Law, and for all rights regarding discipline or discharge an employee may have under the Civil Service Law.

Section 3 - Substitution of Grievance Procedure: Civil Service Law

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Article applies to and is intended as a substitute or an alternative for any action permitted by or required of the Employer under any article of the State or Local Civil Service Law or Rules, dealing with the discipline or discharge of an employee regardless of their Civil Service status.

All issues or rights other than discipline or discharge arising under the Civil Service Law shall be resolved under that Law and shall not be considered grievances for purposes of this Agreement.

Section 4 - Grievance Procedure

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievance shall be settled in accordance with the following procedure:

Step 1 - The grievance shall be presented in writing by the aggrieved employee to his department head with or without his CSEA Representative, at the employee's option and within fifteen (15) working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the department head does not result in resolution of the grievance, then within five (5) working days all such grievances shall move to Step 2 below.

Step 2 - The aggrieved employee may submit his grievance to the County Administrator who within fifteen (15) working days after he receives the written grievance will convene a meeting between the aggrieved employee, his CSEA representative and the County Administrator and/or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved within (10) ten working days following said meeting, the grievance may be submitted to arbitration.

Section 5 - Advancement if Failure to Answer

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

Section 6 - Discipline or Discharge

Any claim that any employee covered by this agreement has been discharged or disciplined unfairly shall be processed in accord with this Article, and such employee's rights under this Agreement shall be limited to those provided by this Article.

Section 7 - Notice of Discipline

An employee against whom disciplinary action is taken shall receive a notice of the action and the reasons for it at least five (5) working days prior to Step 2 of the grievance procedure, or if the case is one which goes to arbitration immediately, then such notice will be given ten (10) working days after notice of arbitration is received by the Employer. The notice of disciplinary action, shall include a description of the alleged acts and conduct causing the discipline. In no event will the failure to deliver the notice provided for herein, or the contents of the notice be used in an arbitration hearing or by an arbitrator to limit the rights of either party. If notice is not

delivered, CSEA has the right to demand said notice from the County Administrator. Should he fail to deliver said notice within 24 hours, CSEA has the right to submit grievance directly to arbitration.

ARTICLE 24 ARBITRATION PROCEDURE

Section 1 - Request for Arbitration

In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure or having moved through the grievance procedure by default, then not later than twenty (20) calendar days after the second step procedures are complete, or twenty (20) calendar days after the time limits required by the steps in the grievance procedure have run, CSEA may submit the grievance to arbitration by requesting from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators, from which the Employer and CSEA shall select an arbitrator by striking names alternately until one (1) remains who shall be designated the arbitrator for the grievance in question.

Section 2 - Authority of Arbitrator

The arbitrator shall have no power to add to, subtract from or modify any of the provisions in this Agreement.

Section 3 - Grievances Presented to Arbitrator

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

Section 4 - Back Pay Awards

All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his employment with the employer, less any other compensation for personal services or unemployment insurance that the employee has received from any source during said period.

Section 5 - Decision of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of hearing room shall be shared by the employer and CSEA. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor the expense of witnesses or participants called by the other.

ARTICLE 25 SENIORITY

Section 1 - Application of Article

The whole of this Article shall apply only to the non-competitive and labor class employees of Livingston County. Seniority for competitive class employees shall be determined according to Civil Service Law. There shall be no seniority among probationary employees.

Seniority for employees covered by this Agreement means an employee's length of continuous service with the Employer since his last date of hire with Livingston County.

Section 2 - Termination of Seniority

An employee's continuous service and all of his seniority rights shall be terminated by any of the following:

1. Voluntary quit;
2. Discharge;
3. Retirement;
4. Failure to report for work three (3) consecutive working days without prior notification to the Employer of reasons for such absence shall be considered a voluntary quit beginning the first day of such absence;
5. Failure to return from an approved leave of absence on the scheduled date of return;
6. Has been laid off for a period of six (6) consecutive calendar months;
7. Has been on a sick leave, paid or unpaid for a period of twelve (12) consecutive calendar months.
8. Fails to report to work on the agreed date of a recall from layoff.

Section 3 - Layoff

In the event that it becomes necessary to lay off employees for any reason, they shall be laid off first in the department to which they are assigned by classification within that department in inverse order of their seniority with the Employer.

Section 4 - Recall

Employees who are laid off from non-competitive or labor class titles shall have their names placed on a contractual preferred list for a period of four years from the date of the lay off. Persons on such lists shall be entitled to recall rights as described herein.

Employees in a layoff status shall be recalled from layoff within their department on the basis of their seniority within their job classification. Notice of recall shall be sent to the employee's last known address by certified mail. If the employee fails to notify his department head within five (5) calendar days after receipt of mailing of such notice of recall that he intends to return to work, such employee shall be deemed to have quit.

After giving such notice of intent to return, if the employee fails to be available within ten (10) calendar days after the mailing of such recall notice such employee shall be deemed to have quit.

The provisions of the above paragraph shall apply unless the Employer and the employee have agreed upon a date for return to work at the time the layoff occurred. In that event the employee, if he fails to report to work on such agreed date, shall be deemed to have quit.

No new employees shall be hired into a classification until all employees who are on layoff status from that classification have been offered recall.

Section 5 - Seniority for Same Date Hires

If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the appointing of hiring official.

Section 6 - Special Starting Wages

Any person hired by the County who does not have experience in a particular position shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage unless deemed appropriate by the Employer. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work will be increased by the difference between the starting wage or salary and the wage or salary paid to the new employee.

ARTICLE 26 SHIFT DIFFERENTIAL

Section 1 - Shift Differential Rates

Employees assigned to the 1st shift shall be paid their regular hourly wage.

Employees assigned to the 2nd shift shall be paid their regularly hourly wage plus twenty three cents (\$0.23) per hour.

Employees assigned to the 3rd shift shall be paid their regular hourly wage plus twenty nine cents (\$0.29) per hour.

Section 2 - Application of Shift Differential

Shift differential shall be paid for each hour worked at the above rates regardless of whether those hours are paid at straight time or overtime. Shift differential shall be paid for all hours for which an employee is paid but does not work, i.e., vacation, provided the employee is still assigned to that shift.

Section 3 - Shift Preference for Vacant Positions

In departments which do not rotate shifts, shift preference shall be granted only when a vacancy occurs within the job classification and such preference will be granted on the basis of seniority to employees in the vacant classification and who are in the department in which the vacancy occurs.

ARTICLE 27 PAYROLL DEDUCTIONS

The employer may afford payroll deduction for a credit union, a deferred compensation plan, a flexible spending account plan, United Way contributions and direct payroll deposit.

ARTICLE 28 SENIORITY LIST

The employer shall provide to CSEA within fifteen (15) days of January 1st of each year, a seniority roster by department of all employees.

ARTICLE 29 LONGEVITY INCREMENTS

Section 1 - Eligibility

All employees shall be entitled to longevity increments each five (5) years of continuous service at their fifth, tenth, fifteenth and twentieth anniversary dates, as provided in the Longevity column of the salary schedule.

Section 2 - Effective Date of Longevity

Longevity increments shall become effective at the beginning of the first full pay period following the employee's date of eligibility.

ARTICLE 30 PAY AND WORK WEEK

Section 1 - Work Week

The basic work week shall be thirty-five (35) and forty (40) hours or as currently established. Effective January 3, 1999, the basic work week for employees working in the Data Processing department shall be forty (40) hours. Any changes will be by mutual agreement.

The following provisions shall apply to the Highway Department only:

1. The Highway Department shall be regularly scheduled to work forty (40) hours per week, ten (10) hours per day, Monday through Thursday. Beginning October 1, 2000, through March 31, 2001 and thereafter, the Highway Department may establish two (2) forty (40) hours per week, ten (10) hours per day work schedules as follows: (1) Monday through Thursday, and (2) Tuesday through Friday. Schedules shall be awarded by seniority. It is mutually agreed that no other schedule changes shall occur in the Highway Department without the mutual consent of the Employer and CSEA.
2. Time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of forty (40) hours per week. Pay day for the Highway Department shall be on Thursdays at the end of the shift.
3. Accruals for time off (personal leave, vacation and sick time) shall be accrued based upon a forty (40) hour work week and shall be credited in the same manner as all other forty (40) hour CSEA employees.

4. For those Highway Department employees who have accrued more than the minimum number of leave hours allowed under the labor agreement as hours are used, no additional accruals will be granted until the correct accrual levels are reached.
5. Holidays will be paid based on the hours scheduled to work that day.
6. For employees working a Monday through Thursday schedule, holidays falling on Friday, Saturday or Sunday shall be celebrated on the following Monday. For employees working a Tuesday through Friday schedule, holidays falling on Saturday, Sunday, or Monday shall be celebrated on the preceding Friday.
7. Bereavement leave will be paid based upon the hours scheduled to work that day.

When extra work (beyond forty hours (40) hours) is necessary and available the County will offer such overtime work first to full time employees before offering it to seasonal employees.

The Highway Superintendent may at his discretion assign snow crews from the highway crews for second and third shifts of forty (40) hours per week with a paid one-half (1/2) hour lunch break within the regularly assigned hours. These crews to work a five (5) day week. The assignment of crews shall be on the basis of seniority with the senior employee having the right of refusal.

All paid absences, including but not limited to sick leave, personal leave, etc., shall count as time worked in the computation of overtime.

Section 2 - Pay Day

The pay day shall be every other Friday for the first shift employees and every other Thursday for the second and third shift employees as current practice, unless unusual circumstances should occur. All employees shall participate in Employer's direct deposit program, and compensation shall be delivered to them by direct payroll deposit into their designated individual bank accounts. Such accounts shall be located at banks which participate in Employer's direct deposit program.

Section 3 - Notification of Wage Changes

When there is any change in salary or pay rate on January 1st of any year, each employee shall be supplied by the employer with written notification of his grade, step, salary and hourly rate.

Section 4 - Wages upon Promotion or Demotion

Promotional placement shall be made so that the step in which an employee is placed will be at the next greater step following a rate computed by adding the increment of the new position to employee's previous rate, except when the computed rate equals an existing step in the new grade then the employee's rate shall be that step.

Demotions shall be made by moving the employee to the step in the grade of the job to which they are demoted that is the closest to the hourly rate they now earn but which does not result in a wage increase.

Section 5 - Call In Pay

An employee who is called in to work on a non-work day shall receive a minimum of four (4) hours pay at his overtime rate. An employee who is recalled to work after completing his regular work shall receive a minimum of four (4) hours pay at his overtime rate. However, if an employee is called in or recalled prior to the start of his regularly scheduled work shift, and remains at work for that shift, the employee shall be paid only for those hours worked.

Section 5A - On-Call Pay

Employees who are required to be on-call at a time during which the employee's department is not open for normal business operations, shall receive \$20.00 for the on-call designation for each such day.

Section 6 - Overtime and Compensatory Time

Overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of compensation for all hours over forty (40) per week for regular employees and all hours over eight (8) per day or eighty (80) per pay period for employees of the Geneseo and Campus Skilled Nursing Facilities. There shall be no pyramiding of overtime.

All paid absences including but not limited to sick leave, personal leave, etc., shall count as time worked in the computation of overtime.

All overtime shall be as equally distributed as possible among all the employees within the respective departments and same job classification.

Compensatory time off in lieu of overtime compensation shall not be allowed except for those employees working past their normal work week of thirty-five (35) hours, forty (40) hours or forty-four (44) hours respectively.

An employee's accumulated compensatory time shall never exceed two of his or her regularly scheduled work weeks.

Compensation or compensatory time off shall be granted at the discretion of the Employer. If compensatory time is granted it shall be taken at a date mutually agreeable to the employee and appropriate Department Head.

Any accumulation of compensatory time beyond the amounts of 70, 80, or 88 hours respectively, shall be lost immediately.

All compensatory time is accumulated and may only be taken at straight time, that is one hour of overtime equals one hour of work time equals one hour of compensatory time, unless otherwise required by FLSA.

Section 7 - Wage Grade for New Positions

When a new job is created it shall be placed by the Employer, in a reasonably comparable exiting grade, in Section 14 with written notice to the President of CSEA. If the CSEA disagrees with such placement, they may grieve, but the resolution of such grievance including a resolution in arbitration, shall be limited to placement of the job within the grades contained in Section 14 of this Article.

Section 8 - Annual Salary Increments

Annual salary increments shall be effective on January 1st. All employees must be on the payroll six (6) months after being hired by the employer in order to be eligible for consideration for an annual increment. Employees who are promoted or demoted to a different pay grade after September 30th of any year shall not be eligible for consideration for an annual increment on the January 1st immediately following the aforementioned date, but shall be eligible the following year.

Section 9 - Performance Appraisals

The annual increments are established to provide orderly salary administration. If an appraisal of an employee's performance of their ascribed duties appears indicated, then the appraisal shall include a conscientious effort on the part of the Department Head and/or immediate supervisor to explain and discuss the areas of performance involved with the employee. The Department Head will be responsible to make a factual statement of the areas of the performance in question and to make reasonable suggestions and recommendations to the employee to allow for remedial change and improvement in his performance.

In any case of annual review, the Department Head has the responsibility for showing that conscientious efforts have been made to improve the performance of any employee whose performance has been questioned.

If an annual review is made, the employee will be furnished a copy of the review and have ample time afforded for discussion.

Section 10 - Wage Increases

Effective January 1, 2002, wages shall be increased three and three quarter percent (3.75%) across the board. Employees entitled to increments shall receive those increments in addition to the general increase.

Section 11 - Weekend Work

The County will make reasonable efforts to give employees assigned to the 4:00 p.m. to midnight and midnight to 8:00 a.m. shifts in all departments, every other weekend off, except in the boiler room where requests for weekends off will be given consideration but will be related to the availability of substitutes. Nothing in this Section shall be interpreted to mean that the County is required to give such employees every other weekend off.

Section 12 - New Hires

During the first six (6) months on the payroll, all new employees will be paid the "New Hire" rate shown on the rate beginning July 1, 1993. However, when a non-bargaining unit employee is hired as a full time employee within the unit in the same job title, they shall be paid the base rate if they have worked 1040 hours in the same job title.

All full-time Nursing Assistants who work in the County's Skilled Nursing Facilities shall become eligible for the Base wage rate after three months of continuous, full-time service to the County.

Section 13 - Temporary Assignments

Employees who are temporarily assigned to perform the duties of a job classification which is different than their own for a period in excess of twenty consecutive working days, will be paid the rate of the classification to which they are temporarily assigned, if the pay for such classification is higher. Such higher pay will begin no later than the twenty-first day. The pay rate for the temporary promotion will be calculated as presently described in Article 30, Section 4. If the temporary classification is in a lower pay grade, there shall be no reduction of pay during the temporary assignment.

The application of Paragraph 1 above shall not be grievable or arbitrational under this agreement, but a complaint may be filed with the Department Head, with a copy to the Personnel Officer.

No employee shall be promoted or demoted to a temporary assignment under this agreement that does not meet the qualifications of the position.

Upon the completion of the temporary assignment, the employee will be reinstated to their permanent position at the rate of pay they were receiving prior to the assignment, unless rate change would have occurred had the employee not taken the temporary assignment (longevity, across the board percentages, etc.).

Section 14 - Wage Grades

GRADE

1	Assistant Dog Control Officer	7	Continued
2	Cleaner Clerk Clerk/Typist Food Service Helper		Laborer Medical Typist Outreach Operator Probation Assistant Records Inventory Clerk Road Maintenance Worker Senior Clerk Senior Legal Typist Senior Typist
3	Custodial Worker Data Entry Machine Operator Trainee Laundry Worker Seamstress Tax Map Technical Aide	8	Automotive Mechanic Helper Clerk to Board of Elections Index Clerk Motor Vehicle Clerk
4	Activities Aide Clinical Aide Data Entry Machine Operator Hairdresser Home Health Aide Nursing Assistant Nutrition Aide Pharmacy Aide Telephone Operator	9	Baker Cook Licensed Practical Nurse Motor Equipment Operator I Real Property Tax Services Aide Senior Account Clerk Senior Account Clerk/Typist
5	Courier Senior Cleaner	10	Administrative Secretary Charge Licensed Practice Nurse Home Energy Assistance Program Supervisor Mobile Work Crew Supervisor Motor Equipment Operator II Motor Vehicle Supervisor Principal Clerk Principal Typist Senior Index Clerk Senior Motor Vehicle Clerk Senior Stenographer Sign Shop Technician
6	Account Clerk Custodian Groundskeeper Leisure Time Activities Director Stenographer Winterization Aide		
7	Account Clerk/Typist Audit Clerk Building Maintenance Person Case Management Aide Home Energy Assistance Examiner		

- 11 Building Maintenance Mechanic
Head Cook
Housekeeper
Mechanical Drafter
Motor Equipment Operator III
Physical Therapy Assistant
Public Health Technician
Security/Safety Officer
Senior Sign Technician
Sewage Plant Maintenance Person
Social Welfare Examiner
Support Investigator
Winterization Foreperson
Welder/Fabricator
- 12 Automotive Mechanic
Housing Assistance Representative
Motor Vehicle Supervisor
Painter
Senior Building Maintenance
Mechanic
Senior Social Welfare Examiner
Senior Support Investigator
Sewage Treatment Plant Operator
Trainee
Water Treatment Plant Operator
Trainee
Title Searcher
Working Foreperson
- 13 Carpenter
Caseworker Trainee
Dietetic Services Supervisor
Electrician
Employment and Training Counselor
Engineering Technician
Heating Systems Foreman
Legal Assistant
Mental Health Social Work Aide
Planning Assistant
Plumber
Probation Officer Trainee
Public Health Educator

- 13 Continued
Senior Public Health Technician
Sewage Treatment Plant Operator
Welder/Fabricator
- 14 Administrative Assistant
Bridge Construction Supervisor
Caseworker
Computer Training
Coordinator/Operator
Coordinator of Volunteer Services
Family Planning Coordinator
Micro Computer Training
Coordinator
Probation Officer
Psychiatric Social Work Assistant
Public Health Sanitarian
Registered Professional Nurse
Road Construction Supervisor
Road Maintenance Supervisor
Shop Manager
Social Work Assistant
- 15 Accounting Supervisor
Administrative Officer
Charge Nurse
Community Services Specialist
Coordinator - Child Support Unit
Employment and Training/Youth
Bureau Coordinator
Energy Programs Supervisor
Housing Programs Coordinator
Intensive Case Manager
Principal Account Clerk
Principal Social Welfare Examiner
Senior Caseworker
Senior Probation Officer
Senior Public Health Educator
Senior Social Work Assistant
Senior Tax Map Technician
Welfare Management System
Coordinator

16 Case Supervisor - Grade B
Mental Health Clinical Therapist
Senior Employment and Training
Coordinator
Senior Public Health Sanitarian
Staff Development Coordinator
WIC Program Nutritionist

17 Case Management Supervisor
Community Mental Health Nurse
Housing Rehabilitation Specialist
Occupational Therapist
Physical Therapist
Planner
Probation Supervisor
Programmer
Registered Physician Assistant
Senior Sewage Treatment Plant
Operator

18

19 Director of Social Services
Mental Health Clinical Supervisor
Pharmacist
Supervising Social Worker

ARTICLE 31 LEAVE OF ABSENCE

Section 1 - Eligibility for Contractual Leave

The Employer may authorize leaves of absence with or without pay for a period or periods not to exceed one (1) year for the following purposes: attendance at a college, university, or business school for the purpose of training in subjects related to the work of the employee and the Employer, or for other urgent personal business.

Section 2 - Leaves for Disability

Upon application of an employee, the employer will authorize a maternity leave or other physical disability leave of absence. An employee may use sick leave for days during this leave on which they are physically unable to work.

Section 3 - Civil Service Leaves of Absence

Requests for leaves of absence as provided by Civil Service Law, shall be submitted to the respective Department Head and the County Administrator for review and approval. Should the leave of absence be disapproved, the employee may meet with the County Administrator to appeal this decision. All requests shall be submitted in writing stating the reason for the requested leave and the date when the requested leave is to begin and end.

Section 4 - Failure to Return to Work

Failure to return to work by an employee who has been granted a leave of absence on the date designated for return to work shall be deemed to be a resignation of employment with the Employer.

ARTICLE 32 JURY DUTY

Employees covered by this agreement who are selected for jury duty shall receive paid leave, not to exceed ten (10) working days annually, when attendance as a juror is required by the court on regularly scheduled working days of the employee. Employees on such leave will remit to the Employer all remuneration received for jury duty service, with the exception of moneys paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty as a condition of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from jury duty whenever, in the Employer's judgment, such request is appropriate. An employee on jury duty shall report to work whenever his presence for jury duty is not required during his normal working hours.

ARTICLE 33 DRUG AND ALCOHOL TESTING

Section 1 - Substances. Employees may be tested for: alcohol, cocaine, marijuana, opiates, amphetamines and phencyclidine.

Section 2 - Types of Testing. Employees are subject to the following types of testing:

Reasonable Suspicion. The employer may send an employee for testing if it has reasonable suspicion that the employee, while on duty, is under the influence of a substance listed in Section 1. Reasonable suspicion shall be based upon behavior, physical appearance, or other characteristic or occurrence which is a recognized as a symptom of impairment.

Post Accident. If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the employer may send the employee for testing.

Follow Up. If the employee returns to work after a positive substance test, the employer may require follow up testing as a condition of the return to work. The employer may determine when and how frequently follow up testing will be used.

Section 3 - Confidentiality. The Employer will handle the testing of employees and results of such testing in a confidential manner. Instructions to report for testing will be done in a private setting whenever possible. Results will be disseminated on a need to know basis only.

Section 4 - Testing Procedures. The following testing procedures shall be followed:

Notice of Requirement to Submit to Testing. The employer will instruct the employee to report for testing. The employer will inform the employee of when and where to report for such testing. Any employee who is required to submit to testing may consult with legal counsel or a union representative within the 30 minute period immediately following notification of the requirement to submit to testing. Immediately after consultation with counsel/union representative or the end of the 30 minute period, whichever occurs first, the employee shall report directly to the testing site. Any delay in this process shall be deemed a refusal to submit to testing.

Employee Submits to Testing. The employee will submit to testing as required by the employer. If the employee is being sent for reasonable suspicion testing, the County will provide a driver to transport the employee to and from the testing site. The employee may ask a person to accompany him/her to the test. Such a request will be permitted so long as it does not delay the employee in reporting to testing for more than 30 minutes from the time the employee is instructed to report. If the person asked to accompany the

employee to the test is an on-duty employee, that person may leave work only if approved by his/her supervisor; and, missed work time will not be paid unless the employee uses appropriate leave accruals.

Employee Discloses Medications. The employee will disclose his/her medications to the testing agent as directed.

Testing. An evidential breath testing device will be used for alcohol tests. Drug tests will be performed by urinalysis. Split samples will be taken for drug tests. The urinalysis shall be performed by a Department of Health and Human Services certified laboratory. Tests will be performed by a qualified person or entity other than Livingston County or a Livingston County employee.

Results. The testing agent will notify the employer of the results. The employer will notify the employee of the results promptly. In the case of negative test results, the employer will notify the employee in writing mailed first class mail to the employee's last known home address. In the case of positive test results, the employer will notify the employee in writing which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. A positive test result for alcohol will be a 0.04 or higher blood alcohol concentration level. A positive test result for drugs will be the detection of a substance.

Challenging Test Result. If an employee wishes to challenge a positive drug test result, he/she must request a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory.

Cost of Test. The cost of the test(s) shall be paid by the employer.

Payment of Employee. Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

Section 5 - Effect of Positive Test Result. The effect of an employee's positive test result shall be as follows:

First Offense. After the first positive test, the employee will be referred to a Substance Abuse Professional ("SAP") selected by the employer. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professional(s)/facility that the employee may use. Any professional/facility which is approved for treatment must: (1) provide the recommended treatment, and (2)

make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements specified by the employer. Otherwise, the employee may be discharged. An employee may use leave accruals to receive pay while seeking treatment, otherwise this period of time will be a leave without pay.

Other Offense. For subsequent offenses that occur within a two year period from the time of the previous offense, the employer may discharge the employee immediately.

Section 6 - Notice to Employees. The employer will post a copy of the testing policy and procedure in all departments.

Section 7 - Supervisor Training. The County will provide training to supervisors in all departments concerning the signs and symptoms of drug and alcohol use and/or abuse, and the proper procedures for employee testing. Any employee testing referrals must be made by a trained supervisor.

Section 8 - Commercial Motor Vehicle Drivers. A number of County employees are subject to Federal Department of Transportation ("DOT") drug and alcohol testing requirements. In the case of these employees, if any provision of this Article is in conflict with the DOT requirements, the DOT requirements shall control.

Section 9 - Right to Grieve. Nothing herein shall be deemed a waiver of an employee's right to file a grievance as permitted under this collective bargaining agreement.

ARTICLE 34 LABOR-MANAGEMENT MEETING

The parties agree to conduct labor-management meetings to discuss the following topics: family sick leave, job posting language, on-call pay, grievance procedure time frames, and cellular phones for field workers. These discussions will not constitute binding negotiations.

APPENDIX A

During 1985 the Livingston County Personnel Office reviewed the job descriptions of all the jobs in the County and as a result found it necessary to change the job title, or eliminate one of two job titles, and consequently the grade level of some of the employees affected (either up or down). The Appendix is intended to provide for a group of red circle rates for all such employees.

A. Employees who held two job titles and had one eliminated, and had the wages of the second job title incorporated in the pay for the single title now held, and whose 1985 wage rate in the grade in which they remained or were moved to (for those whose grade also changed) was in excess of the 1985 wage rate in their grade (or new grade), will retain that incorporated wage rate, and shall receive the same amount of money increase that all others in their pay grade receive who are at the top of that grade. Such employees will not be paid 4%, 5%, or 5% of their total pay, but only 4%, 5% and 5% of the top of the grade of their job title. These employees will receive longevity pay at their old rate, but when eligible for any new longevity payment they shall receive it at the rate provided in this Agreement for their grade level (or new grade level). When these employees leave the job title they now hold for any reason, or when they leave the employ of the County, the provisions of this Appendix shall cease as to that employee and the job held.

The employee covered by A above is: Cynthia Dennison


CSEA RATE SCHEDULE 2002


Grade	New Hire	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Increment	Longevity
1	8.88	9.87	10.23	10.62	11.03	11.39	11.75	.36	.32
2	8.95	9.95	10.40	10.79	11.27	11.71	12.14	.39	.35
3	9.28	10.30	10.74	11.13	11.60	12.02	12.46	.39	.35
4	9.41	10.46	11.00	11.42	11.89	12.30	12.77	.40	.36
5	9.86	10.95	11.38	11.82	12.27	12.71	13.15	.40	.36
6	10.01	11.12	11.71	12.17	12.64	13.11	13.58	.43	.37
7	10.48	11.64	12.14	12.62	13.09	13.55	14.02	.43	.37
8	10.74	11.93	12.44	12.97	13.47	14.00	14.48	.47	.39
9	11.34	12.60	13.09	13.59	14.08	14.65	15.13	.47	.39
10	11.71	13.01	13.55	14.09	14.69	15.23	15.77	.54	.40
11	12.48	13.87	14.45	15.03	15.61	16.20	16.78	.58	.41
12	13.25	14.72	15.37	16.01	16.65	17.30	17.96	.64	.46
13	14.18	15.76	16.47	17.15	17.86	18.54	19.26	.68	.49
14	15.15	16.83	17.56	18.31	19.07	19.82	20.58	.72	.52
15	16.30	18.11	18.88	19.64	20.39	21.17	21.92	.74	.53
16	17.35	19.28	20.07	20.90	21.69	22.48	23.32	.78	.55
17	18.63	20.70	21.64	22.46	23.35	24.19	25.07	.82	.58
18	20.00	22.22	23.22	24.20	25.18	26.16	27.14	.98	.65
19	21.31	23.68	24.78	25.86	26.94	28.03	29.15	1.08	.71


THIS AGREEMENT is entered into this December 20, 2001, by and between
LIVINGSTON COUNTY and the LIVINGSTON COUNTY EMPLOYEES LOCAL 826 CSEA,
to become effective January 1, 2002.

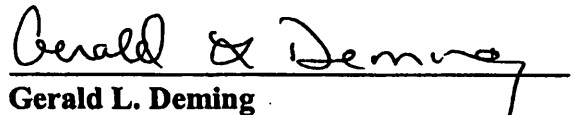
LIVINGSTON COUNTY


By:

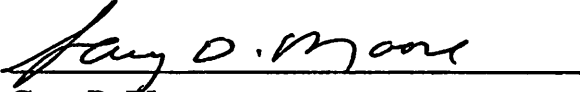

James C. Merrick
Its: Chairman of the Board of Supervisors



Timothy R. Wahl
Its: Chair of Personnel & Employee Relations



Philip S. Brooks
Its: Vice-Chairman of the PERC



Gerald L. Deming
Its: PERC Member


James E. Layland
Its: PERC Member


Gary D. Moore
Its: PERC Member


James F. Olverd
Its: PERC Member

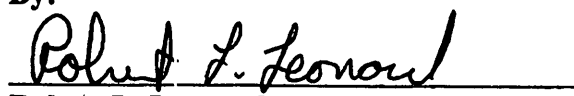

Marjorie Cansdale
Its: Supervisor

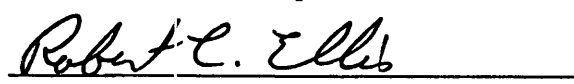

Mark E. Walker
Its: Supervisor


Dominic F. Mazza
Its: County Administrator

**LIVINGSTON COUNTY EMPLOYEES
LOCAL 826 CSEA**

By:


Robert L. Leonard
Its: Labor Relations Specialist


Robert C. Ellis
Its: Unit President

MEMORANDUM OF AGREEMENT

The COUNTY OF LIVINGSTON, hereinafter referred to as the "EMPLOYER," and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, LIVINGSTON COUNTY LOCAL 826, LIVINGSTON COUNTY PART-TIME EMPLOYEES UNIT, hereinafter referred to as the "UNION," are parties to a collective bargaining agreement for the term January 1, 2002, through December 31, 2002. In accordance with Section 204 of the New York State Public Employees' Fair Employment Act, the parties hereby agree to the following alcohol and drug testing procedure for employer's commercial motor vehicle drivers:

ALCOHOL AND DRUG TESTING PROCEDURE

Section 1: FHWA Regulations:

1.1: Compliance with FHWA Regulations: Where applicable, the Employer's Driver Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Highway Administration regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which are over 26,000 pounds or are designed to transport sixteen or more passengers or are used to transport hazardous materials and are subject to commercial driver's license requirements, 49 CFR Part 383.

Section 2: Notice Requirements:

2.1: Employer's Policy: The Employer shall promulgate a policy on the misuse of alcohol and use of prohibited drugs and shall provide a copy of the policy and procedures to each covered employee and the Union. The term "prohibited drugs" means marijuana, cocaine, opiates, amphetamines and phencyclidine. At a minimum, the policy shall include detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol or drug test.

2.2: Alcohol & Drug Information: The Employer shall provide required educational material to each covered employee which explains the requirements of the Federal regulations. At a minimum, the materials shall include detailed information which meets the requirements of 49 CFR Part 382.601(b), Part 654.71(b) and Part 653.25, including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of

prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

2.3 Required Tests: The Employer shall provide a required description of alcohol and drug testing requirements to each covered employee which explains the requirements of the Federal regulations as they pertain to pre-employment testing, reasonable suspicion testing, return to duty testing, and follow up testing.

2.4 Requirement for Notice. In accordance with the requirement in the Federal Regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the employee that the alcohol or drug test is required by Federal Regulations.

Section 3: Testing Procedures:

3.1 Alcohol Tests: Tests for alcohol shall, in accordance with Federal Regulations, be conducted by a breath alcohol technician using a National Highway Traffic Safety Administration approved Evidential Breath Testing Device.

3.2 Drug Tests: Tests for prohibited drugs, in accordance with Federal Regulations, shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

3.3 Drug Testing, Notification of Results, Retesting: A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. If the test result of the primary specimen is positive, the employer or the Medical Review Officer shall notify the employee that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen to another DHHS – certified laboratory for analysis.

3.4 Administration of Tests: In accordance with Federal Regulations, neither the supervisor of an employee or a person designated to make the determination of reasonable suspicion shall administer alcohol or prohibited drug tests.

3.5 Payment for Testing Time: Employees shall be paid for all time pertaining to alcohol and prohibited drug testing, including travel time to and from the test or collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

3.6 Employee Representation by Legal Counsel or Union Representative: Any employee who is required to submit to an alcohol and/or controlled substance test may consult with legal counsel or a union representative immediately after the employee is notified of the requirement to submit to testing. At the time the employee is informed that he/she must submit to such testing, Employer shall inform the employee of his/her right to consult with legal counsel and/or a union representative, and shall afford employee the opportunity to seek such consultation. For purposes of this section, "immediately" shall be defined as within 30 minutes from the time the employee is notified of the testing requirement. Immediately after the employee has consulted with legal counsel or the 30 minute period has expired, whichever event occurs first, the employee shall report directly to the testing site. Any delay in this process shall be deemed a

refusal to submit to testing. Nothing herein shall be construed to apply to pre-employment testing.

Section 4: Call In Procedure:

4.1 Unfitness to Work Call In: If an employee is called and directed to report to work, the employee shall be provided the opportunity to acknowledge the use of alcohol or prohibited drugs which causes the inability to perform the employee's safety sensitive function(s). In such cases, the employee will not be required to work.

If the employee was scheduled to be on call and reports the use of alcohol or prohibited drugs as provided in the previous paragraph, the employee shall be subject to discipline in the same manner that the employee may be disciplined when failing to report for regularly scheduled work. If the employee was called in on an emergency basis without prior notice, the employee shall not be subject to discipline.

Employer maintains its right to take appropriate action if Employer suspects that any employee is using this section to evade their responsibility to respond to emergency call-in.

Section 5: Referral, Evaluation and Treatment:

5.1 Responsibility for Costs: Any costs involved in services provided by a Medical Review Officer, which are required by the Federal Regulations, shall be paid by the Employer.

Any cost that is incurred by an employee for their treatment by a Substance Abuse Professional due to being referred as a result of a positive alcohol and/or controlled substance test, will be paid by the employee.

5.2 Effect of Positive Test: An employee who is found to be in violation of the Federal Regulations as a result of a positive alcohol and/or prohibited drug test shall be placed on a leave of absence.

An employee upon a test result of 0.02 – 0.039 blood alcohol level shall be placed on a leave of absence for a minimum of twenty-four (24) hours, or until a retest shows that the alcohol concentration is less than 0.02.

An employee required by the Federal Regulations to be referred to a Substance Abuse Professional on a first time violation must report to the Substance Abuse Professional within ten business days of the date of the referral unless employee is physically unable to do so or unless the Substance Abuse Professional is not available within this time period in which event employee shall report to the Substance Abuse Professional as soon as possible thereafter. The Substance Abuse Professional will conduct an evaluation and will provide the employee and the Employer with a recommended treatment plan and an estimated date for the employee's return to duty. The employee will then be referred to an appropriate treatment facility or program and the employee shall attend and participate in the treatment plan fully as directed. If the employee should fail to report to the Substance Abuse Professional as set forth herein or fail to participate as required in the treatment plan established by the Substance Abuse Professional, the employee shall forfeit his/her right to be reinstated to duty and said employee may be discharged.

On a first time violation, the employee will be reinstated to his/her position upon review and approval by the Substance Abuse Professional and Department Head of a certificate confirming that the employee is fit to return to duty from the treatment facility or program provided that such certificate is received by the Employer within 60 days after the estimated date of return to duty and not more than one year from the date of referral to the Substance Abuse Professional. Upon review and approval by the Substance Abuse Professional, the Department Head will not deny reinstatement without just cause. Failing a return to duty test shall be just cause to deny reinstatement and shall justify immediate discharge.

If an employee is referred to a Substance Abuse Professional for a violation other than a first time violation, Employer may discharge employee immediately and is under no requirement to reinstate said employee.

This section shall not be construed as a waiver by Employer of its right to take appropriate disciplinary action.

5.3: Use of Accrued Leave:

- a. An employee who for the first time is placed on a leave of absence as a result of a positive alcohol and/or prohibited drug test will be allowed to use accumulated sick leave, vacation leave and other accrued leave up to the limits set forth in the collective bargaining agreement. This will include a leave of absence as a result of being referred for treatment on an in-patient or out-patient basis.
- b. Once the employee has exhausted their leave accruals they will be placed on a leave of absence without pay.
- c. An employee who, within the past eighteen (18) months, has been placed on a leave of absence as a result of a positive alcohol and/or prohibited drug test and, is again placed on a leave of absence as a result of a positive alcohol and /or prohibited drug test shall not be allowed to use accrued leave.
- d. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws.

Section 6: Previous Policies and Procedures:

6.1: Any policies and procedures pertaining to alcohol and prohibited drugs as they pertain to the same employees covered by the Federal Regulations, shall be superseded by the procedures set forth in the Federal Regulations and this Memorandum of Agreement.

Section 7: Discipline/Discharge:

7.1: Nothing contained in this agreement shall be considered as a waiver by the union of the employees' rights under the collective bargaining agreement.

Section 8: Copies of the Agreement:

8.1 The Employer shall provide each employee covered by the Federal Regulations with a copy of this Memorandum of Agreement.

Section 9: Savings Clause:

9.1: If any provision of this agreement is in conflict with a Federal or State Law or is declared inoperative by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect. It is further agreed to meet within ninety (90) days to renegotiate said negated clause.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representatives.

EMPLOYER

By:



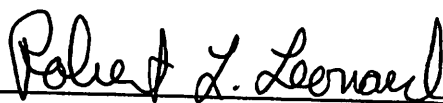
Dominic F. Mazza

Its: County Administrator

Date: 12/21/01

CSEA

By:



Robert L. Leonard

Its: Labor Relations Specialist

Date: 12/20/01